



**STATE OF ARIZONA**  
**Department of Health Services**  
**NOTICE OF INVITATION FOR BID**

**ARIZONA DEPARTMENT  
OF HEALTH SERVICES**  
1740 West Adams Street  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

**SOLICITATION NUMBER:**

**HB754111**

**SOLICITATION DUE DATE/TIME:**

**Thursday, January 9, 2007 at 3:00 P.M., Local Time**

**SUBMITTAL LOCATION:**

**Arizona Department of Health Services  
Office of Procurement  
1740 West Adams Street, Room 303  
Phoenix, Arizona 85007**

**DESCRIPTION:**

**ALTOSID BRIQUETS**

In accordance with A.R.S. § 41-2533, competitive sealed bids for the products specified will be received by the Arizona Department of Health Services at the above specified location, until the time and date cited. Offers received by the correct time and date will be opened and the name of each offeror will be publicly read.

Offers must be in the actual possession of the Arizona Department of Health Services on or prior to the time and date, and at the location indicated above. Late offers will not be considered.

Offers must be submitted in a sealed envelope or package with the solicitation number and the offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this solicitation.

With seventy-two (72) hours prior notice, persons with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Such requests are to be addressed to the solicitation contact person named below.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION**

**Solicitation Contact Person:**

Rebecca O'Brien

Arizona Department of Health Services

(602) 364-2116

[obrienr@azdhs.gov](mailto:obrienr@azdhs.gov)

\_\_\_\_\_  
Procurement Administrator

\_\_\_\_\_  
Date

# UNIFORM INSTRUCTIONS TO OFFERORS

## SOLICITATION NO: HB754111

**1 Definition of Terms.** As used in these Instructions, the terms listed below are defined as follows:

- 1.1 *"Attachment"* means any item the Solicitation requires an Offeror to submit as part of the Offer.
- 1.2 *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments, and any terms applied by law.
- 1.3 *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 *"Contractor"* means any person who has a Contract with the State.
- 1.5 *"Days"* means calendar days unless otherwise specified.
- 1.6 *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7 *"Offer"* means bid, proposal or quotation.
- 1.8 *"Offeror"* means a vendor who responds to a Solicitation.
- 1.9 *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 *"Solicitation"* means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
- 1.11 *"Solicitation Amendment"* means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- 1.12 *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.13 *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

## **2 Inquiries**

- 2.1 Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
- 2.2 Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- 2.3 Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.
- 2.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be

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submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

2.5 No Right to Rely on Verbal Responses. An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.

2.6 Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.

2.7 Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

### **3 Offer Preparation**

3.1 Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids, unless the solicitation indicated otherwise.

3.2 Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.

3.3 Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.

3.4 Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.

i. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

ii. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.

3.5 Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

3.6 Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.

3.7 Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgement for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.

3.8 Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.

3.9 Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax

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Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.

- 3.10 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
- 3.11 Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation when applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes is the sole responsibility of the contractor.
- 3.12 Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- 3.13 Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
- 3.13.1 Special Terms and Conditions;
  - 3.13.2 Uniform Terms and Conditions;
  - 3.13.3 Statement or Scope of Work;
  - 3.13.4 Specifications;
  - 3.13.5 Attachments;
  - 3.13.6 Exhibits;
  - 3.13.7 Special Instructions to Offerors;
  - 3.13.8 Uniform Instructions to Offerors 12.9 Other documents referenced or included in the Solicitation.
- 3.14 Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

#### **4. Submission of Offer**

- 4.1 Sealed Envelope or Package. Except for electronic submissions, when authorized, each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
- 4.2 Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- 4.3 Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.
- 4.4 Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
- i. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

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- ii. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

**5 Evaluation**

1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 5.2 Taxes: Arizona transaction privilege and use taxes shall not be considered for evaluation.
- 5.3 Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- 5.4 Disqualification. A Offeror (including any of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
- 5.5.1 Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.
- 5.6 Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
- 5.6.1 Waive any minor informality;
- 5.6.2 Reject any and all Offers or portions thereof; or
- 5.6.3 Cancel the Solicitation.

**6. Award**

- 6.1 Number or Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.
- 6.2 Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- 6.3 Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

**7 Protests.**

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- 7.1 The name, address and telephone number of the protester;
- 7.2 The signature of the protester or its representative;
- 7.3 Identification of the purchasing agency and the Solicitation or Contract number;
- 7.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 7.5 The form of relief requested.

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**8      Comments Welcome**

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

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**1. BID FORMAT**

**One (1) original and three (3) copies** of each Invitation for Bid ("IFB") shall be submitted. The original copy of the bid should be clearly labeled "ORIGINAL", and all copies shall clearly state "COPY". The State shall not provide any reimbursement for the cost of developing or presenting bids in response to this IFB.

**2. REFERENCES**

Offerors shall submit the names and telephone numbers for contact of at least three (3) existing customers receiving the material requested. Offerors shall highlight references that are other state governments.

**3. REQUIRED INFORMATION**

The following items shall be submitted with each bid. Failure to include all of the items may result in the bid being rejected.

- A. Offer and Acceptance (Complete top half of page 14)
- B. Price Sheet (Complete Page 15)
- C. References

**4. EVALUATION CRITERIA**

In accordance with the A.R.S. § 41-2533, competitive sealed bidding, awards shall be made to the responsible and responsive Offeror whose bid meets the requirements set forth herein.

- a. Cost
- b. References
- c. Conformance to the Instructions to Offerors, Uniform and Special Terms and Conditions and Scope of Work

# **SPECIAL TERMS AND CONDITIONS**

## **SOLICITATION NO: HB754111**

### **1. PURPOSE**

Pursuant to provisions of the Arizona Procurement Code, A.R.S. ' 41-2501 Et Seq., Arizona Department of Health Services (ADHS) intends to establish a contract to purchase materials listed herein.

### **2. TERM OF CONTRACT (1 YEAR)**

The term of the resultant contract shall commence upon award of and signature by the Procurement Administrator, and shall remain in effect for one year, unless terminated, canceled, or extended as otherwise provided herein.

### **3. CONTRACT EXTENSIONS (4 YEAR MAXIMUM)**

The Department may, by mutual written Contract amendment, extend any resultant Contract in up to twelve (12) month increments for a maximum of four (4) years. The Contract term shall not exceed a total of five (5) years from the date of Contract award.

### **4. CONTRACT TYPE**

☒ Fixed Price

### **5. PRICE INCREASE/PRICE DECREASE**

Contractor prices accepted and subsequently awarded by a contract in response to this IFB shall remain in effect for a minimum of one (1) year. The Contractor may request a price adjustment, but the State will not review or approve an increase until the contract has been in effect for one (1) year. The Office of Procurement will review any requested rate increase to determine whether such request is reasonable in relation to increased supplier or material costs. Contractor shall provide written justification for any price adjustment requested. Any price increase adjustment, if approved, will be effective upon execution of a written contract amendment.

Likewise, the Contractor shall offer the State a price adjustment reduction concurrent with reduced costs from their suppliers. Price reductions will become effective upon execution of a contract amendment.

### **6. SHIPPING – FOB DESTINATION**

Prices shall be F.O.B. destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The Department will notify the contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

### **7. DELIVERY OF MATERIALS (5 days)**

Delivery shall be made within **five (5) days** after receipt of order. Orders will be placed by a representative of the Arizona Department of Health Services referencing a purchase order number issued by the Procurement Office.

### **8. PAYMENT**

All invoices shall include delivery time and contractual payment terms. Items are to be identified by the name, product number, contract number, line item number, and serial number if applicable. Any contract release order issued by the requesting agency shall refer to the contract number and line item number(s).

### **9. PACKING SLIP**

Each shipment shall include a packing slip showing the contract number and the quantity shipped. All invoices and shipments issued in reference to this contract will identify and reference the Purchase Order number. Any shipments received without a Purchase Order Reference number on all shipping cartons will not be accepted.



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**10. BRAND NAMES**

Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any vendor but is only enumerated in order to advise potential bidders of the requirements of the state. Any offer which proposes like quality, design or performance will be considered.

**11. NEW PRODUCTS**

New Products announced by manufacturers on contract may be submitted by the contractor for add-on to the existing contract. Pricing shall be equivalent to the percentage discount for each brand or class of product originally offered.

**12. LICENSES**

The Contractor, its employees and Subcontractors shall obtain and maintain in current status, all federal, state, county, city and local licenses, permits or certifications for the operation of the business conducted by the them. Within ten (10) days of contract award, the Contractor shall provide a list of all licenses and certifications they hold.

**13. NON-EXCLUSIVE CONTRACT**

The State reserves the right to obtain like goods or services from another source when necessary, or when determined to be in the best interest of the State.

**14. INFORMATION DISCLOSURE**

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the State.

**15. EMPLOYEES OF THE CONTRACTOR**

All employees of the Contractor employed in the performance of work under the contract shall be considered employees of the Contractor at all times, and not employees of ADHS or the state. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

**16. FEDERAL IMMIGRATION LAWS, COMPLIANCE BY STATE CONTRACTORS**

By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

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### 17. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

### 18. INDEMNIFICATION CLAUSE

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

### 19. INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

#### 1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

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- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

### 2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***

### 3. Worker's Compensation and Employers' Liability

Workers' Compensation

Statutory

Employers' Liability

Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

### **B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

### **C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **The Arizona Department of Health Services, 1740 West Adams, Phoenix, AZ 85007** and shall be sent by certified mail, return receipt requested.

### **D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an “A.M. Best” rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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- E. VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **The Arizona Department of Health Services, 1740 West Adams, Phoenix, AZ 85007**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.
- G. APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

## **20. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996**

If applicable, the State may require the Contractor and any Subcontractor's to attest to the following:

The Contractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the State in the course of performance of the contract so that both the State and Contractor will be in compliance with HIPAA, including cooperation and coordination with the State's privacy officials and other compliance officers required by HIPAA and its regulations. Contractor will sign and date any documents that are reasonably necessary to keep the State and Contractor in compliance with HIPAA, including, but not limited to, individualized Business Associate Agreements.

If requested by the State, Contractor agrees to sign the State agency's confidentiality statement and to abide by the statements in the form addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other sensitive information. In addition, Contractor agrees to attend or participate in HIPAA training offered by the State or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA privacy officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the State agency's HIPAA Privacy Compliance Officer.

<div><b>SCOPE OF WORK</b> <b>SOLICITATION NO: HB741044</b></div>
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**1. BACKGROUND**

It is the intention of the Arizona Department of Health Services ("ADHS") to seek offers and to enter into a contract to provide Altosid insect growth regulator as described in accordance with the terms and conditions outlined in this IFB.

**2. SPECIFICATIONS**

Contractor shall deliver Altosid 30 day Briquets and Altosid XR Briquets (Extended Release Briquets), insect growth regulator, in accordance with the Special Terms and Conditions.

Contractor shall maintain sufficient inventory to meet delivery specifications outlined in the Special Terms and Conditions, and deliver material to the various County Health Departments, as determined by the Bureau of Epidemiology and Disease Control, to fight a possible outbreak from developing and spreading.

**3. ADDITIONAL REQUIREMENTS AT CONTRACT AWARD**

Items shall be provided by the Contractor as required under the Special Terms and Conditions within ten (10) days of contract award, and upon request through the term of the contract.

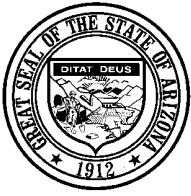
- 7.1 Proof of Licenses and certifications
- 7.2 Execution of Certificate of Liability Insurance
- 7.3 Completion of State of Arizona Substitute W-9 Form

**4. NOTICES, CORRESPONDENCE, REPORTS, INVOICES AND PAYMENTS**

Invoices shall be paid by ADHS within thirty (30) days following receipt of the invoice. In the case of any dispute regarding part of any invoice, ADHS shall pay the undisputed part according to the payment terms described above.

Notices, Correspondence, Reports and Payments to the Contractor shall be sent to:

Contractor	_____
Attention:	_____
Address	_____
Address	_____
City, State, Zip	_____



# OFFER AND ACCEPTANCE

## SOLICITATION NO: HB754111

**ARIZONA DEPARTMENT  
OF HEALTH SERVICES**  
1740 West Adams Street  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Submit this form with an original signature to the:

**Arizona Department of Health Services  
Office of Procurement  
1740 West Adams, Room 303  
Phoenix, Arizona 85007**

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the solicitation.

Arizona Transaction (Sales) Privilege Tax License No:

For Clarification of this Offer, Contact:

Federal Employer Identification No:

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

FAX: \_\_\_\_\_

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City, State, ZIP Code

Title

### OFFER ACCEPTANCE AND CONTRACT AWARD (For State of Arizona Use Only)

Your Offer is hereby accepted as described in the Notice of Award. The Contractor is now bound to perform based upon the Solicitation and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract Number: **HB754111**

**The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed purchase order or contract release document or written notice to proceed, if applicable.**

State of Arizona

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2005

\_\_\_\_\_  
PROCUREMENT OFFICER

# PRICE SHEET

## SOLICITATION NO: HB754111

Description	Package size	Estimated Usage	Unit	Unit Cost	Total Cost
Altosid 30 day Briquets – An insect growth regulator (IGR) containing the active ingredient methoprene. Larvae exposed to this product develop normally to the pupal stage where they die. This formulation provides residual activity by slowly releasing the active ingredient over a period of 30 days.	400 brq / cs	80 cs	cs	\$ _____	\$ _____
Altosid XR Briquets (Extended Release Briquets) – An insect growth regulator (IGR) containing the active ingredient methoprene. Larvae exposed to this product develop normally to the pupal stage where they die. This formulation provides residual activity by slowly releasing the active ingredient over a period of 150 days.	220 brq / cs	80 cs	cs	\$ _____	\$ _____
<b>*Note: Please indicate price breaks available based on cases ordered.</b>				<b>TOTAL</b>	\$ _____

### AUTHORIZATION FOR PROVISION OF SERVICES:

Authorization for purchase of services under this contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services or provide materials up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services or materials in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless; a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services or materials under this contract.

<div><b>PRICE SHEET</b> SOLICITATION NO: HB754111</div>
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**Please check as many as applicable:**

\_\_\_\_I certify that my company is a Woman-Owned Business Enterprise (WBE).

A WBE is defined as an enterprise where a woman owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

\_\_\_\_I certify that my company is a Minority-Owned Business Enterprise (MBE).

An MBE is defined as an enterprise where an ethnic minority owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

\_\_\_\_I certify that my company is a Small Business.

A Small Business is defined as a company having fewer than one hundred (100) employees or less than four million dollars (\$4,000,000) in gross receipts.



	<b>CERTIFICATE OF INSURANCE</b> <b>Exhibit A</b>	<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Solicitation No: HB741044	
PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE DEPARTMENT, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW, THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY LIABILITIES OR ANY OTHER CONTRACTOR OBLIGATIONS		
NAME AND ADDRESS OF INSURANCE AGENCY	<b>A</b>	COMPANY LETTER      COMPANIES AFFORDING COVERAGE
	<b>B</b>	
Name And Address of Insured	<b>C</b>	
	<b>D</b>	
This is to certify that the policies of insurance listed below have been issued to the insured named above and are in force at this time		
Company Letter	Type of Insurance	Policy Number
		Policy Expiration Date
		Limits of Liability Minimum – Each Occurrence
	<input type="checkbox"/> Comprehensive General Liability <input type="checkbox"/> Premises Operations <input type="checkbox"/> Contractual <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Personal Injury <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Explosion & Collapse (If Applicable) <input type="checkbox"/> Underground Hazard (If Applicable)	
	<input type="checkbox"/> Comprehensive Auto Liability Including Non-Owned (If	
	<input type="checkbox"/> Umbrella Liability	
	<input type="checkbox"/> Workmen's Compensation and Employer's Liability	
	<input type="checkbox"/> Other	
State of Arizona and the Department named above are added as additional insured as required by statute, contract, purchase order or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.		It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.
Name and Address of Certificate Holder:		
Date Issued		
_____ Authorized Representative		